

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION**

INTERNATIONAL BUSINESS)	
MACHINES CORPORATION,)	
)	
Plaintiff,)	Civil Action No. 9:06-cv-00242-RHC
)	
v.)	
)	
AMAZON.COM, INC., AMAZON)	JURY
SERVICES LLC F/K/A AMAZON)	
SERVICES, INC. D/B/A AMAZON)	
ENTERPRISE SOLUTIONS AND)	
AMAZON SERVICES BUSINESS)	
SOLUTIONS, AMAZON.COM INT'L)	
SALES, INC. D/B/A AMAZON.CO.JP,)	
AMAZON EUROPEAN UNION S.À.R.L.)	
D/B/A AMAZON.DE, AMAZON.FR AND)	
AMAZON.CO.UK, AMAZON SERVICES)	
EUROPE S.À.R.L. D/B/A AMAZON.DE,)	
AMAZON.FR AND AMAZON.CO.UK,)	
AMAZON.COM.CA, INC., A9.COM, INC.,)	
ALEXA INTERNET D/B/A ALEXA)	
INTERNET, INC. AND ALEXA)	
INTERNET CORP., BOOKSURGE LLC,)	
INTERNET MOVIE DATABASE, INC.,)	
CUSTOMFLIX LABS, INC.,)	
MOBIPOCKET.COM SA, A2Z)	
DEVELOPMENT CENTER F/K/A A2Z)	
DEVELOPMENT USA, INC., AMAZON)	
MECHANICAL TURK, INC.,)	
AMAZON.COM LLC D/B/A)	
ENDLESS.COM, BOP, LLC D/B/A)	
SHOPBOP.COM, AMAZON WEB)	
SERVICES, LLC, AND AMAZON)	
SERVICES CANADA, INC.,)	
Defendants.		

AGREED MOTION TO DISMISS WITH PREJUDICE

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure and the terms of a separate Settlement and Release Agreement, Plaintiff International Business Machines Corporation (“IBM”), and Defendants Amazon.com, Inc., Amazon Services LLC f/k/a Amazon Services, Inc. d/b/a Amazon Enterprise Solutions and Amazon Services Business Solutions, Amazon.com Int’l Sales, Inc. d/b/a Amazon.co.jp, Amazon European Union S.à.r.l. d/b/a Amazon.de, Amazon.fr and Amazon.co.uk, Amazon Services Europe S.à.r.l. d/b/a Amazon.de, Amazon.fr and Amazon.co.uk, Amazon.com.ca, Inc., A9.com, Inc., Alexa Internet d/b/a Alexa Internet, Inc. and Alexa Internet Corp., BookSurge LLC, Internet Movie Database, Inc., CustomFlix Labs, Inc., Mobipocket.com SA, A2Z Development Center f/k/a A2Z Development USA, Inc., Amazon Mechanical Turk, Inc., Amazon.com LLC d/b/a Endless.com, BOP, LLC d/b/a shopbop.com, Amazon Web Services, LLC, and Amazon Services Canada, Inc. (collectively, “AMAZON”) have agreed to settle, adjust and compromise all claims and counterclaims in the above-captioned action.

The parties, therefore, move this Court to dismiss the above-entitled cause and all claims by IBM against AMAZON and all counterclaims by AMAZON made therein with prejudice to the re-filing of same.

The parties further move this Court to dismiss the above-entitled cause and all claims by AMAZON against IBM and all counterclaims by IBM made therein with prejudice to the re-filing of same.

IBM and AMAZON further move the Court to order that all costs and expenses relating to this litigation (including attorney and expert fees and expenses) shall be borne solely by the party incurring same.

A proposed Order accompanies this motion.

AGREED:

/s/ Hilda C. Galvan

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/s/ Michel J. McKeon (by permission HCG)

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on May 8, 2007. Any other counsel of record will be served by facsimile transmission and/or first class mail.

/s/ Hilda C. Galvan
Hilda C. Galvan